

The Honorable \_\_\_\_\_

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

DAVID L. GARRISON, an individual,

Plaintiffs,

v.

MERCHANT & GOULD, P.C., a Minnesota  
professional corporation,

Defendant.

No.

NOTICE OF REMOVAL

TO: The United States District Court for the Western District of Washington at Seattle:

Defendant Merchant & Gould, P.C., hereby gives notice that it is removing the above-captioned case, originally filed in the Superior Court of the State of Washington for King County, Cause No. 09-2-40608-1 SEA, to the United States District Court for the Western District of Washington at Seattle. It removes the case pursuant to 28 U.S.C. §§ 1441 and 1446, on the grounds set forth below.

1. This is a civil action between citizens of different states. Plaintiff is a resident of Washington. The Defendant Merchant & Gould, P.C. is a Minnesota professional corporation with its principal place of business in Minnesota. *See* Declaration of Tracey Skjeveland ¶¶ 1-2, attached as Exhibit A. Plaintiff seeks damages for lost wages, lost bonuses, exemplary damages, and “injuries to his practice.” Although Plaintiff’s Complaint

NOTICE OF REMOVAL (CV \_\_\_\_\_) — 1

DWT 13610749v1 0055956-000004

Davis Wright Tremaine LLP  
LAW OFFICES  
Suite 2200 • 1201 Third Avenue  
Seattle, Washington 98101-3045  
(206) 622-3150 • Fax: (206) 757-7700

1 does not set forth the dollar amount prayed for, Defendant has a good faith and reasonable  
2 belief that Plaintiff is seeking damages in excess of the required jurisdictional amount,  
3 \$75,000, exclusive of interest and costs. Thus, this Court has original jurisdiction over this  
4 action pursuant to 28 U.S.C. § 1332.

5 2. The Complaint was filed with the Superior Court of the State of Washington  
6 for King County on November 5, 2009, denominated Cause No. 09-2-40608-1 SEA. On  
7 November 5, 2009, Plaintiff served this Complaint on Merchant & Gould, P.C. As of the date  
8 of this filing, Plaintiff has not served Defendant with a summons, as required under Civil  
9 Rule 4. This Notice of Removal is therefore timely under 28 U.S.C. § 1446(b) as it is being  
10 filed within 30 days of Defendant's notice of this Complaint and of actual service upon it.

11 3. For the reasons set forth in Paragraph 1 and 2 above, this action may be  
12 removed by Defendant to federal court pursuant to 28 U.S.C. § 1441(a), (b).

13 4. The only named Defendant Merchant & Gould is represented by Davis Wright  
14 Tremaine LLP and Leonard, Street and Deinard, and consents to removal. Therefore, this  
15 action may be removed by Defendant to federal court pursuant to 28 U.S.C. § 1441. Removal  
16 is proper to the Western District of Washington at Seattle because the district and division  
17 embrace King County.

18 5. A true and correct copy of the Complaint served upon Defendant Merchant &  
19 Gould, P.C. is attached hereto as Exhibit B.

20 6. A true and correct copy of the state court records and proceedings are attached  
21 hereto as Exhibit C.

22 7. Pursuant to 28 U.S.C. § 1446, Defendant Merchant & Gould, P.C. will  
23 promptly give written notice of the filing of this Notice of Removal to Plaintiff.

24 8. Pursuant to 28 U.S.C. § 1446, Defendant Merchant & Gould, P.C. will  
25 promptly file a copy of this Notice of Removal with the Clerk of the King County Superior  
26 Court.

27 /

NOTICE OF REMOVAL (CV \_\_\_\_\_) — 2

1 WHEREFORE, Defendant gives notice that the court action against it in King County  
2 Superior Court has been removed from that court to the United States District Court for the  
3 Western District of Washington at Seattle.

4 DATED this 3<sup>rd</sup> day of December, 2009.

5 Davis Wright Tremaine LLP  
6 Attorneys for Defendant

7 By /s/ Amy H. Pannoni  
8 Amy H. Pannoni, WSBA #31824  
9 Davis Wright Tremaine LLP  
10 1201 Third Avenue, Suite 2200  
11 Seattle, WA 98101-3045  
12 Phone: (206) 622-3150  
13 Fax: (206) 757-7700  
14 Email: amypannoni@dwt.com

15 Richard W. Pins, Esq.  
16 Jonathon Naples, Esq.  
17 Leonard, Street and Deinard  
18 Professional Association  
19 150 S. Fifth Street, Suite 2300  
20 Minneapolis, MN 55402  
21 Phone: (612) 335-7007  
22 Fax: (612) 335-1657  
23 richard.pins@leonard.com  
24 jonathon.naples@leonard.com

**CERTIFICATE OF SERVICE**

I hereby certify that on December 3, 2009, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

DonMullins@badgleynullins.com

AllyssaHale@badgleynullins.com

DATED this 3<sup>rd</sup> day of December, 2009.

Davis Wright Tremaine LLP  
Attorneys for Defendant

By /s/ Amy H. Pannoni

Amy H. Pannoni, WSBA #31824  
Davis Wright Tremaine LLP  
1201 Third Avenue, Suite 2200  
Seattle, WA 98101-3045  
Phone: (206) 622-3150  
Fax: (206) 757-7700  
Email: amypannoni@dwt.com

# **EXHIBIT A**

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

DAVID L. GARRISON, an individual,

Plaintiffs,

v.

MERCHANT & GOULD, P.C., a Minnesota  
professional corporation,

Defendant.

No.

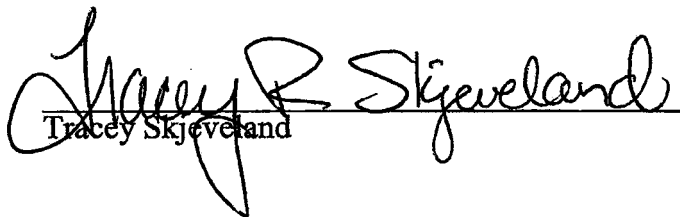
DECLARATION OF  
TRACEY SKJEVELAND

TRACEY SKJEVELAND, being duly sworn, deposes and states:

1. I am the Chief Financial Officer of Merchant & Gould, P.C. I submit this Declaration in support of Defendant's Notice of Removal.

2. Merchant & Gould, P.C. is a Minnesota professional corporation with its principal place of business in Minnesota.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT. FURTHER, DECLARANT SAITH NOT.

  
Tracey Skjeveland

# **ATTACHMENT B**

FILED

09 NOV 05 PM 2:44

KING COUNTY  
SUPERIOR COURT CLERK  
E-FILED

CASE NUMBER: 09-2-40608-1 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

DAVID L. GARRISON, an individual,

Plaintiff,

v.

MERCHANT & GOULD, P.C., a Minnesota  
professional corporation,

Defendant.

Case No.:

COMPLAINT FOR DAMAGES

Plaintiff, David L. Garrison, by way of complaint against defendant Merchant & Gould  
alleges as follows:

**I. PARTIES**

1. Plaintiff David L. Garrison is an individual residing in Seattle, Washington.
2. Defendant Merchant & Gould, P.C. is a Minnesota professional corporation which  
has an office for the transaction of business in Seattle, Washington.

**II. JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction over Defendant under RCW 2.08.010.

COMPLAINT - 1

**BADGLEY ~ MULLINS**

LAW GROUP PLLC  
Columbia Center  
701 Fifth Avenue, Suite 4750  
Seattle, Washington 98104  
Telephone: (206) 621-6566  
Fax: (206) 621-9686



1 4. Venue is proper under RCW 4.12.025.

2 **III. BACKGROUND FACTS**

3 5. On June 22, 2007, Merchant & Gould offered Mr. Garrison an Of Counsel position  
4 at its Seattle office and the parties entered into an Employment Arrangement ("Arrangement").

5 6. The Arrangement stated that "either party shall have the right to terminate this  
6 employment arrangement for any reason upon two weeks written notice."

7 7. Moreover, the Arrangement described Mr. Garrison's compensation as follows:

8 [Y]ou shall be compensated based upon actual billed hours by you. . . . Actual  
9 billed hours means hours recorded by you and billed to Merchant & Gould's  
10 clients and actually invoiced to clients. . . . To determine your compensation, the  
11 total hours actually billed by you for Merchant & Gould will be multiplied by an  
12 hourly rate equivalent to 40% of the rate your hours were billed at. . . While  
13 employed by Merchant & Gould, you will receive a compensation draw, payable  
14 in bi-monthly installments, equal to 50 hours per pay period. Merchant & Gould  
15 will adjust the draw at the end of each calendar quarter based on the actual hours  
16 billed during the previous quarter. At the end of each calendar quarter, a  
17 reconciliation of hours billed vs. draws paid will take place and any difference  
18 will be adjusted for the first draw check of the subsequent quarter. . . . Should  
19 either party terminate this arrangement, you will be compensated for any hours  
20 billed to clients subsequent to your termination.

21 8. The Agreement also stated: "You shall be entitled to a promotional allowance in the  
22 amount of \$15,000 annually."

23 9. When Merchant & Gould and Mr. Garrison were negotiating the Arrangement it  
24 was agreed and understood that Mr. Garrison would bring over all of his clients.

25 10. Accordingly, Mr. Garrison brought his entire portfolio of approximately seventy  
26 five (75) clients to Merchant & Gould.

11. From August 15, 2007 until April 15, 2008, Mr. Garrison's bi-monthly draw was  
\$7,500. In April of 2008 Mr. Garrison's bi-monthly draw was reduced by \$2,250. Mr. Garrison  
was paid under the latter arrangement until October of 2008.

1           12. Mr. Garrison made numerous purchases on his business credit card with the  
2 expectation that Merchant & Gould would reimburse him from his promotional allowance.  
3 Merchant & Gould failed to reimburse Mr. Garrison for all of the expenses he incurred.

4           13. On October 30, 2008, Merchant & Gould terminated Mr. Garrison without any  
5 notice or warning.

6           14. During the springtime of 2008, Mr. Garrison and Randy King discussed Mr.  
7 Garrison's compensation for new litigation matters which he brought in to Merchant & Gould.  
8 To that end, Randy King stated he would be rewarded for his efforts in the form of a yearend  
9 bonus. On at least two other occasions, he reaffirmed this promise.  
10

11           15. With the understanding that he would be compensated for bringing in new clients,  
12 Mr. Garrison signed up numerous litigation matters during his tenure at Merchant & Gould.  
13 The new matters resulted in hundreds of thousands of dollars in client billings.

14           16. Merchant & Gould never fulfilled its promise of a bonus.

15           17. Merchant & Gould failed to pay Mr. Garrison pursuant to the terms of his contract.  
16

#### 17           IV. CAUSES OF ACTION

##### 18                 Breach of Contract

19           18. Mr. Garrison and Merchant & Gould entered into a valid contract.

20           19. Mr. Garrison performed pursuant to the terms of the contract.

21           20. Merchant & Gould failed without legal justification to fulfill its obligations under  
22 the contract when it (1) terminated Mr. Garrison's employment and did not provide him with  
23 two weeks notice prior to the termination (2) failed to pay Mr. Garrison under the terms of the  
24 contract, and (3) failed to reimburse Mr. Garrison for promotional expenses.  
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1 21. Mr. Garrison has suffered damages as a result of Defendant's breach of its  
2 contractual obligations in an amount to be proven at trial.

3 **Failure to Pay All Final Wages as Required Under RCW 49.48.010**

4 22. RCW 49.48.010 requires an employer to pay all wages owed to a terminated  
5 employee at the end of the established pay period.

6 23. Following Mr. Garrison's termination on October 30, 2008, Merchant & Gould  
7 failed to pay Plaintiff all wages owed by the end of the established pay period.

8 24. By failing to timely pay Plaintiff all final wages owed to Plaintiff, Merchant &  
9 Gould violated RCW 49.48.010.

10 25. As a direct and proximate result of Merchant & Gould's unlawful conduct, Plaintiff  
11 has suffered and continues to suffer economic damages in an amount to be proven at trial.

12 **Exemplary Damages Under RCW 49.52.050**

13 26. By acting willfully and with intent to deprive Mr. Garrison of his wages, including  
14 wages owed under the terms of Plaintiff's contract and under RCW 49.48.010, Defendant has  
15 violated RCW 49.52.050.

16 27. As a direct and proximate result of Merchant & Gould's unlawful conduct, Mr.  
17 Garrison is entitled to recover exemplary (double) damages, costs of suit and reasonable  
18 attorney's fees pursuant to RCW 49.52.070.

19 **Breach of Oral Contract**

20 28. Merchant & Gould promised orally to Mr. Garrison that it would pay him a yearend  
21 bonus based on its existing practice of giving bonuses to lawyers who brought in new legal  
22 matters to the firm.

23 29. The bonus constituted a binding and enforceable contract between the parties.  
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1           30. Mr. Garrison signed up about nine litigation matters during his tenure at Merchant  
2 & Gould. The nine matters resulted in hundreds of thousands of dollars in billings to clients,  
3 thus meeting the conditions to earn a bonus.

4           31. Merchant & Gould breached this contract by wrongfully refusing to pay Plaintiff the  
5 amount owing and due under the agreement for a yearend bonus.

6                           **Consumer Protection Act 19.86.020**

7           32. Merchant & Gould is in the practice of soliciting and/or hiring lawyers in the Seattle  
8 area who have client portfolios and strong relationships within the legal community.

9           33. Defendant hired Mr. Garrison who in turn brought his portfolio to the practice.

10           34. Without notice or warning, Defendant terminated its relationship with Mr. Garrison  
11 after his clients had been transferred to Merchant & Gould.

12           35. Immediately upon termination, Plaintiff was refused access to the subject files and  
13 client contact information.

14           36. Further, on information and belief, Merchant & Gould, prior to termination or  
15 immediately thereupon, commenced efforts, both orally and in writing, to contact said clients in  
16 order to obtain their consent to remain at Merchant & Gould.

17           37. The sudden termination provided Merchant & Gould with a significant advantage in  
18 contacting these clients.

19           38. Merchant & Gould caused Mr. Garrison to believe they were working towards a  
20 mutually beneficial goal, while a primary motive was to acquire Mr. Garrison's client base to  
21 enhance its own practice.  
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1 39. On information and belief Merchant & Gould continues to solicit within the legal  
2 community, its deceptive and unfair practices pose a substantial threat to the public at large and  
3 specifically to members in the Washington legal communities.

4 40. Defendant's practice and operation depends on the aforementioned solicitation to  
5 acquire new matters and expand its client base; thus, its wrongful acts, as alleged herein, are  
6 likely to be repeated.

7 41. Through its deceptive acts and unfair practices, Merchant & Gold is in violation of  
8 the Washington State Consumer Protection Act, RCW 19.86.020.

9 42. As a direct and proximate cause of Merchant and Gould's actions, Mr. Garrison has  
10 suffered injuries to his practice and other damages to be proven at trial.

11  
12 **V. REQUEST FOR RELIEF**

13 WHEREFORE, Plaintiff prays for relief as follows:

- 14 A. For actual damages in an amount to be proven at trial;  
15 B. For exemplary damages to the extent provided by RCW 19.86.020, RCW  
16 49.52.070, and any other applicable law;  
17 C. For injunctive relief to the extent provided by any applicable law;  
18 D. For an award of attorneys fees, costs and investigative fees as provided by RCW  
19 19.86.020, RCW 49.48.030, RCW 49.52.070 and any other applicable law; and  
20 E. For such other and further relief as the court deems proper.

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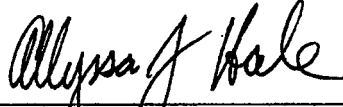
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1 DATED this 5<sup>th</sup> day of November, 2009.

2 BADGLEY~MULLINS LAW GROUP PLLC

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4 Donald H. Mullins, WSBA #4966

5 Allyssa J. Hale, WSBA #38429

6 Attorneys for Plaintiff

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26 COMPLAINT - 7

**BADGLEY ~ MULLINS**

LAW GROUP PLLC

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Seattle, Washington 98104

Telephone: (206) 621-6566

Fax: (206) 621-9686

# **EXHIBIT C**

FILED

09 NOV 05 PM 2:44

KING COUNTY  
SUPERIOR COURT CLERK  
E-FILED  
CASE NUMBER: 09-2-40608-1 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
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DAVID L. GARRISON, an individual,

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**I. PARTIES**

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2. Defendant Merchant & Gould, P.C. is a Minnesota professional corporation which  
has an office for the transaction of business in Seattle, Washington.

**II. JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction over Defendant under RCW 2.08.010.

COMPLAINT - 1

**BADGLEY ~ MULLINS**  
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4. Venue is proper under RCW 4.12.025.

### III. BACKGROUND FACTS

5. On June 22, 2007, Merchant & Gould offered Mr. Garrison an Of Counsel position at its Seattle office and the parties entered into an Employment Arrangement ("Arrangement").

6. The Arrangement stated that "either party shall have the right to terminate this employment arrangement for any reason upon two weeks written notice."

7. Moreover, the Arrangement described Mr. Garrison's compensation as follows:

[Y]ou shall be compensated based upon actual billed hours by you. . . . Actual billed hours means hours recorded by you and billed to Merchant & Gould's clients and actually invoiced to clients. . . . To determine your compensation, the total hours actually billed by you for Merchant & Gould will be multiplied by an hourly rate equivalent to 40% of the rate your hours were billed at. . . . While employed by Merchant & Gould, you will receive a compensation draw, payable in bi-monthly installments, equal to 50 hours per pay period. Merchant & Gould will adjust the draw at the end of each calendar quarter based on the actual hours billed during the previous quarter. At the end of each calendar quarter, a reconciliation of hours billed vs. draws paid will take place and any difference will be adjusted for the first draw check of the subsequent quarter. . . . Should either party terminate this arrangement, you will be compensated for any hours billed to clients subsequent to your termination.

8. The Agreement also stated: "You shall be entitled to a promotional allowance in the amount of \$15,000 annually."

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8 the Washington State Consumer Protection Act, RCW 19.86.020.

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10 suffered injuries to his practice and other damages to be proven at trial.  
11

12                               **V. REQUEST FOR RELIEF**

13           WHEREFORE, Plaintiff prays for relief as follows:

- 14           A. For actual damages in an amount to be proven at trial;  
15           B. For exemplary damages to the extent provided by RCW 19.86.020, RCW  
16 49.52.070, and any other applicable law;  
17           C. For injunctive relief to the extent provided by any applicable law;  
18           D. For an award of attorneys fees, costs and investigative fees as provided by RCW  
19 19.86.020, RCW 49.48.030, RCW 49.52.070 and any other applicable law; and  
20           E. For such other and further relief as the court deems proper.

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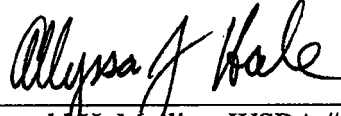
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1 DATED this 5<sup>th</sup> day of November, 2009.

2 BADGLEY~MULLINS LAW GROUP PLLC

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4 Donald H. Mullins, WSBA #4966

5 Allyssa J. Hale, WSBA #38429

6 Attorneys for Plaintiff

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26 COMPLAINT - 7

**BADGLEY ~ MULLINS**

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CASE NUMBER: 09-2-40608-1 SEA

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING**

David L. Garrison, an individual

vs

Merchant & Gould, P.C., a Minnesota professional  
corporation

Plaintiff(s)

Defendant(s)

NO. 09-2-40608-1 SEA

Order Setting Civil Case Schedule (\*ORSCS)

ASSIGNED JUDGE Gonzalez 5

FILE DATE: 11/05/2009

TRIAL DATE: 05/02/2011

A civil case has been filed in the King County Superior Court and will be managed by the Case Schedule on Page 3 as ordered by the King County Superior Court Presiding Judge.

**I. NOTICES**

**NOTICE TO PLAINTIFF:** The Plaintiff may serve a copy of this **Order Setting Case Schedule (Schedule)** on the Defendant(s) along with the **Summons and Complaint/Petition**. Otherwise, the Plaintiff shall serve the **Schedule** on the Defendant(s) within 10 days after the later of: (1) the filing of the **Summons and Complaint/Petition** or (2) service of the Defendant's first response to the **Complaint/Petition**, whether that response is a **Notice of Appearance**, a response, or a Civil Rule 12 (CR 12) motion. The **Schedule** may be served by regular mail, with proof of mailing to be filed promptly in the form required by Civil Rule 5 (CR 5).

**"I understand that I am required to give a copy of these documents to all parties in this case."**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

## I. NOTICES (continued)

### NOTICE TO ALL PARTIES:

All attorneys and parties should make themselves familiar with the King County Local Rules [KCLR] -- especially those referred to in this **Schedule**. In order to comply with the **Schedule**, it will be necessary for attorneys and parties to pursue their cases vigorously from the day the case is filed. For example, discovery must be undertaken promptly in order to comply with the deadlines for joining additional parties, claims, and defenses, for disclosing possible witnesses [See KCLCR 26], and for meeting the discovery cutoff date [See KCLCR 37(g)].

### CROSSCLAIMS, COUNTERCLAIMS AND THIRD PARTY COMPLAINTS:

A filing fee of **\$200** must be paid when any answer that includes additional claims is filed in an existing case.

#### KCLCR 4.2(a)(2)

A Confirmation of Joinder, Claims and Defenses or a Statement of Arbitrability must be filed by the deadline in the schedule. The court will review the confirmation of joinder document to determine if a hearing is required. If a Show Cause order is issued, all parties cited in the order must appear before their Chief Civil Judge.

### PENDING DUE DATES CANCELED BY FILING PAPERS THAT RESOLVE THE CASE:

When a final decree, judgment, or order of dismissal of all parties and claims is filed with the Superior Court Clerk's Office, and a courtesy copy delivered to the assigned judge, all pending due dates in this **Schedule** are automatically canceled, including the scheduled Trial Date. It is the responsibility of the parties to 1) file such dispositive documents within 45 days of the resolution of the case, and 2) strike any pending motions by notifying the bailiff to the assigned judge.

Parties may also authorize the Superior Court to strike all pending due dates and the Trial Date by filing a *Notice of Settlement* pursuant to KCLCR 41, and forwarding a courtesy copy to the assigned judge. If a final decree, judgment or order of dismissal of all parties and claims is not filed by 45 days after a *Notice of Settlement*, the case may be dismissed with notice.

**If you miss your scheduled Trial Date**, the Superior Court Clerk is authorized by KCLCR 41(b)(2)(A) to present an *Order of Dismissal*, without notice, for failure to appear at the scheduled Trial Date.

### NOTICES OF APPEARANCE OR WITHDRAWAL AND ADDRESS CHANGES:

*All parties to this action must keep the court informed of their addresses.* When a Notice of Appearance/Withdrawal or Notice of Change of Address is filed with the Superior Court Clerk's Office, parties must provide the assigned judge with a courtesy copy.

### ARBITRATION FILING AND TRIAL DE NOVO POST ARBITRATION FEE:

A Statement of Arbitrability must be filed by the deadline on the schedule **if the case is subject to mandatory arbitration** and service of the original complaint and all answers to claims, counterclaims and cross-claims have been filed. If mandatory arbitration is required after the deadline, parties must obtain an order from the assigned judge transferring the case to arbitration. **Any party filing a Statement must pay a \$220 arbitration fee.** If a party seeks a trial de novo when an arbitration award is appealed, a fee of \$250 and the request for trial de novo must be filed with the Clerk's Office Cashiers.

### NOTICE OF NON-COMPLIANCE FEES:

**All parties** will be assessed a fee authorized by King County Code 4.71.050 whenever the Superior Court Clerk must send notice of non-compliance of schedule requirements and/or Local Civil Rule 41.

**King County Local Rules are available for viewing at [www.kingcounty.gov/courts/clerk](http://www.kingcounty.gov/courts/clerk).**



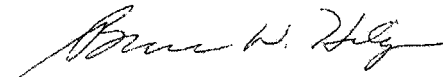
## II. CASE SCHEDULE

CASE EVENT	DEADLINE or EVENT DATE	Filing Needed
Case Filed and Schedule Issued.	Thu 11/05/2009	*
Last Day for Filing Statement of Arbitrability without a Showing of Good Cause for Late Filing [See <i>KCLMAR 2.1(a) and Notices on Page 2</i> ]. <b>\$220 arbitration fee must be paid</b>	Thu 04/15/2010	*
<b>DEADLINE</b> to file Confirmation of Joinder if not subject to Arbitration. [See <i>KCLCR 4.2(a) and Notices on Page 2</i> ].	Thu 04/15/2010	*
<b>DEADLINE</b> for Hearing Motions to Change Case Assignment Area. [See <i>KCLCR 82(e)</i> ]	Thu 04/29/2010	
<b>DEADLINE</b> for Disclosure of Possible Primary Witnesses [See <i>KCLCR 26(b)</i> ].	Mon 11/29/2010	
<b>DEADLINE</b> for Disclosure of Possible Additional Witnesses [See <i>KCLCR 26(b)</i> ].	Mon 01/10/2011	
<b>DEADLINE</b> for Jury Demand [See <i>KCLCR 38(b)(2)</i> ].	Mon 01/24/2011	*
<b>DEADLINE</b> for Setting Motion for a Change in Trial Date [See <i>KCLCR 40(d)(2)</i> ].	Mon 01/24/2011	*
<b>DEADLINE</b> for Discovery Cutoff [See <i>KCLCR 37(g)</i> ].	Mon 03/14/2011	
<b>DEADLINE</b> for Engaging in Alternative Dispute Resolution [See <i>KCLCR 16(b)</i> ].	Mon 04/04/2011	
<b>DEADLINE</b> for Exchange Witness & Exhibit Lists & Documentary Exhibits [See <i>KCLCR 4(j)</i> ].	Mon 04/11/2011	
<b>DEADLINE</b> to file Joint Confirmation of Trial Readiness [See <i>KCLCR 16(a)(2)</i> ]	Mon 04/11/2011	*
<b>DEADLINE</b> for Hearing Dispositive Pretrial Motions [See <i>KCLCR 56; CR 56</i> ].	Mon 04/18/2011	
Joint Statement of Evidence [See <i>KCLCR (4)(k)</i> ].	Mon 04/25/2011	*
<b>DEADLINE</b> for filing Trial Briefs, Proposed Findings of Fact and Conclusions of Law and Jury Instructions (Do not file Proposed Findings of Fact and Conclusions of Law with the Clerk)	Mon 04/25/2011	*
Trial Date [See <i>KCLCR 40</i> ].	Mon 05/02/2011	

## III. ORDER

Pursuant to King County Local Civil Rule 4 [*KCLCR 4*], IT IS ORDERED that the parties shall comply with the schedule listed above. Penalties, including but not limited to sanctions set forth in Local Civil Rule 4(g) and Rule 37 of the Superior Court Civil Rules, may be imposed for non-compliance. It is FURTHER ORDERED that the party filing this action **must** serve this *Order Setting Civil Case Schedule* and attachment on all other parties.

DATED: 11/05/2009



PRESIDING JUDGE

#### **IV. ORDER ON CIVIL PROCEEDINGS FOR ASSIGNMENT TO JUDGE**

##### **READ THIS ORDER BEFORE CONTACTING YOUR ASSIGNED JUDGE**

This case is assigned to the Superior Court Judge whose name appears in the caption of this case schedule. The assigned Superior Court Judge will preside over and manage this case for all pretrial matters.

**COMPLEX LITIGATION:** If you anticipate an unusually complex or lengthy trial, please notify the assigned court as soon as possible.

**APPLICABLE RULES:** Except as specifically modified below, all the provisions of King County Local Civil Rules 4 through 26 shall apply to the processing of civil cases before Superior Court Judges. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

##### **CASE SCHEDULE AND REQUIREMENTS**

Deadlines are set by the case schedule, issued pursuant to Local Civil Rule 4.

##### **THE PARTIES ARE RESPONSIBLE FOR KNOWING AND COMPLYING WITH ALL DEADLINES IMPOSED BY THE COURT'S LOCAL CIVIL RULES.**

##### **A. Joint Confirmation regarding Trial Readiness Report:**

No later than twenty one (21) days before the trial date, parties shall complete and file (with a copy to the assigned judge) a joint confirmation report setting forth whether a jury demand has been filed, the expected duration of the trial, whether a settlement conference has been held, and special problems and needs (e.g. interpreters, equipment, etc.).

The form is available at <http://www.kingcounty.gov/courts/superiorcourt.aspx>. If parties wish to request a CR 16 conference, they must contact the assigned court. Plaintiff's/petitioner's counsel is responsible for contacting the other parties regarding said report.

##### **B. Settlement/Mediation/ADR**

a. Forty five (45) days before the trial date, counsel for plaintiff/petitioner shall submit a written settlement demand. Ten (10) days after receiving plaintiff's/petitioner's written demand, counsel for defendant/respondent shall respond (with a counter offer, if appropriate).

b. Twenty eight (28) days before the trial date, a Settlement/Mediation/ADR conference shall have been held. FAILURE TO COMPLY WITH THIS SETTLEMENT CONFERENCE REQUIREMENT MAY RESULT IN SANCTIONS.

**C. Trial:** Trial is scheduled for 9:00 a.m. on the date on the case schedule or as soon thereafter as convened by the court. The Friday before trial, the parties should access the King County Superior Court website <http://www.kingcounty.gov/courts/superiorcourt.aspx> to confirm trial judge assignment. Information can also be obtained by calling (206) 205-5984.

#### **MOTIONS PROCEDURES**

##### **A. Noting of Motions**

**Dispositive Motions:** All summary judgment or other dispositive motions will be heard with oral argument before the assigned judge. The moving party must arrange with the hearing judge a date and time for the hearing, consistent with the court rules. Local Civil Rule 7 and Local Civil Rule 56 govern procedures for summary judgment or other motions that dispose of the case in whole or in part. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

**Nondispositive Motions:** These motions, which include discovery motions, will be ruled on by the assigned judge without oral argument, unless otherwise ordered. All such motions must be noted for a date by which the ruling is requested; this date must likewise conform to the applicable notice requirements. Rather than noting a time of day, the Note for Motion should state "Without Oral Argument." Local Civil Rule 7 governs these motions, which include discovery motions. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

**Motions in Family Law Cases not involving children:** Discovery motions to compel, motions in limine, motions relating to trial dates and motions to vacate judgments/dismissals shall be brought before the assigned judge. All other motions should be noted and heard on the Family Law Motions calendar. Local Civil Rule 7 and King County Family Law Local Rules govern these procedures. The local rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

**Emergency Motions:** Under the court's local civil rules, emergency motions will be allowed only upon entry of an Order Shortening Time. However, emergency discovery disputes may be addressed by telephone call and without written motion, if the judge approves.

## **B. Original Documents/Working Copies/ Filing of Documents**

**All original documents must be filed with the Clerk's Office.** Please see information on the Clerk's Office website at [www.kingcounty.gov/courts/clerk](http://www.kingcounty.gov/courts/clerk) regarding the new requirement outlined in LGR 30 that attorneys must e-file documents in King County Superior Court. The exceptions to the e-filing requirement are also available on the Clerk's Office website.

The working copies of all documents in support or opposition must be marked on the upper right corner of the first page with the date of consideration or hearing and the name of the assigned judge. The assigned judge's working copies must be delivered to his/her courtroom or the Judges' mailroom. Working copies of motions to be heard on the Family Law Motions Calendar should be filed with the Family Law Motions Coordinator. On June 1, 2009 you will be able to submit working copies through the Clerk's office E-Filing application at [www.kingcounty.gov/courts/clerk](http://www.kingcounty.gov/courts/clerk).

**Service of documents.** E-filed documents may be electronically served on parties who opt in to E-Service within the E-Filing application. The filer must still serve any others who are entitled to service but who have not opted in. E-Service generates a record of service document that can be e-filed. Please see information on the Clerk's office website at [www.kingcounty.gov/courts/clerk](http://www.kingcounty.gov/courts/clerk) regarding E-Service.

**Original Proposed Order:** Each of the parties must include an original proposed order granting requested relief with the working copy materials submitted on any motion. Do not file the original of the proposed order with the Clerk of the Court. Should any party desire a copy of the order as signed and filed by the judge, a pre-addressed, stamped envelope shall accompany the proposed order.

**Presentation of Orders:** All orders, agreed or otherwise, must be presented to the assigned judge. If that judge is absent, contact the assigned court for further instructions. If another judge enters an order on the case, counsel is responsible for providing the assigned judge with a copy.

**Proposed orders finalizing settlement and/or dismissal by agreement of all parties shall be presented to the assigned judge or in the Ex Parte Department.** Formal proof in Family Law cases must be scheduled before the assigned judge by contacting the bailiff, or formal proof may be entered in the Ex Parte Department. **If final order and/or formal proof are entered in the Ex Parte Department, counsel is responsible for providing the assigned judge with a copy.**

**C. Form**

Memoranda/briefs for matters heard by the assigned judge may not exceed twenty four (24) pages for dispositive motions and twelve (12) pages for nondispositive motions, unless the assigned judge permits over-length memoranda/briefs in advance of filing. Over-length memoranda/briefs and motions supported by such memoranda/briefs may be stricken.

**IT IS SO ORDERED. FAILURE TO COMPLY WITH THE PROVISIONS OF THIS ORDER MAY RESULT IN DISMISSAL OR OTHER SANCTIONS. PLAINTIFF/PEITITONER SHALL FORWARD A COPY OF THIS ORDER AS SOON AS PRACTICABLE TO ANY PARTY WHO HAS NOT RECEIVED THIS ORDER.**



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**PRESIDING JUDGE**

King County  
Department of Judicial Administration  
Superior Court Clerk's Office

**IMPORTANT NOTICE**

**KING COUNTY SUPERIOR COURT HEARING LOCATIONS WILL CHANGE**

**IF THE MALENG REGIONAL JUSTICE CENTER IN KENT IS EVACUATED**

Potential serious flooding of the Green River Valley is a possibility this year based on issues with the Howard Hanson Dam. The US Army Corps of Engineers is making the necessary repairs to the dam; however until the work is completed, the Maleng Regional Justice Center in Kent will be on an evacuation alert status.

The Clerk's Office and Superior Court remains committed to providing good customer service throughout the flood evacuation period. If it becomes necessary to evacuate the Maleng Regional Justice Center and relocate the courtrooms, location changes to scheduled court proceedings at the King County Courthouse in Seattle may also occur.

**If you have a court proceeding scheduled either at the King County Courthouse in Seattle or at the Maleng Regional Justice Center in Kent, please call (206) 296-9300 to find out if there is a change to the location of your court proceeding. Call within 2 days of your scheduled court date for the latest information.**

Updated information will also be posted here:

King County Superior Court's website: <http://www.kingcounty.gov/courts/superiorcourt>

King County Clerk's Office website: <http://www.kingcounty.gov/courts/Clerk>

We thank you for your patience during this time.

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09 NOV 05 PM 2:44

KING COUNTY  
SUPERIOR COURT CLERK  
E-FILED  
CASE NUMBER: 09-2-40608-1 SEA

SUPERIOR COURT OF WASHINGTON  
COUNTY OF KING

David L. Garrison, an individual

NO. 09-2-40608-1 SEA

VS

Merchant & Gould, P.C., a Minnesota pr

CASE INFORMATION COVER SHEET  
AND AREA DESIGNATION

CAUSE OF ACTION

(COM) - CONTRACT/COMMERCIAL

AREA DESIGNATION

**SEATTLE -** Defined as all King County north of Interstate 90 and including all of Interstate 90 right of way, all of the cities of Seattle, Mercer Island, Issaquah, and North Bend, and all of Vashon and Maury Islands.

FILED

09 NOV 05 PM 2:44

KING COUNTY  
SUPERIOR COURT CLERK  
E-FILED  
CASE NUMBER: 09-2-40608-1 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

DAVID L. GARRISON, an individual,

Plaintiff,

v.

MERCHANT & GOULD, P.C., a Minnesota  
professional corporation,

Defendant.

Case No.:

SUMMONS

TO: MERCHANT & GOULD, P.C.

A lawsuit has been started against you in the above entitled court by David L. Garrison, plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and by serving a copy upon the person signing this summons within 20 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what

SUMMONS - 1

**BADGLEY ~ MULLINS**

LAW GROUP PLLC  
Columbia Center  
701 Fifth Avenue, Suite 4750  
Seattle, Washington 98104  
Telephone: (206) 621-6566  
Fax: (206) 621-9686

1 he asks for because you have not responded. If you serve a notice of appearance on the  
2 undersigned person, you are entitled to notice before a default judgment may be entered.

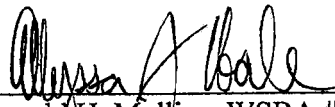
3 You may demand that the plaintiff file this lawsuit with the court. If you do so, the  
4 demand must be in writing and must be served upon the person signing this summons. Within  
5 14 days after you serve the demand, the plaintiff must file this lawsuit with the court, or the  
6 service on you of this summons and complaint will be void.

7 If you wish to seek the advice of an attorney in this matter, you should do so promptly so  
8 that your written response, if any, may be served on time.

9 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State  
10 of Washington.  
11

12  
13 DATED this 5<sup>th</sup> day of November, 2009.

14 BADGLEY~MULLINS LAW GROUP PLLC

15 

16 Donald H. Mullins, WSBA #4966

17 Allyssa J. Hale, WSBA #38429

18 Attorneys for Plaintiff David L. Garrison  
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SUMMONS - 2

**BADGLEY ~ MULLINS**

LAW GROUP PLLC

Columbia Center

701 Fifth Avenue, Suite 4750

Seattle, Washington 98104

Telephone: (206) 621-6566

Fax: (206) 621-9686



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KING COUNTY  
SUPERIOR COURT CLERK  
E-FILED  
CASE NUMBER: 09-2-40608-1 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

DAVID L. GARRISON, an individual,

Plaintiff,

v.

MERCHANT & GOULD, P.C., a Minnesota  
professional corporation, and

Defendant.

Case No.: 09-2-40608-1 SEA

DECLARATION OF SERVICE OF  
SUMMONS AND COMPLAINT

I, Ben Stephens, file clerk for Badgley Mullins Law Group PLLC hereby declare that now and at all times herein mentioned, I am a citizen of the United States and a resident of the State of Washington, over the age of 18, not a party in the above entitled action, and is competent to be a witness therein.

On November 5, 2009 at 2:58p.m. at the address of 701 Fifth Avenue, Suite 4100, Seattle, WA 98104, within the County of King, State of Washington, I duly served the Case Information Cover Sheet and Area Designation, Order Setting Civil Case Schedule, Summons, and Complaint upon Merchant & Gould, P.C. by then and there personally delivering the original documents by presenting to and leaving the same with Kayla Butcher, office manager.

DECLARATION OF SERVICE OF SUMMONS AND  
COMPLAINT - 1

**BADGLEY ~ MULLINS**

LAW GROUP PLLC  
Columbia Center  
701 Fifth Avenue, Suite 4750  
Seattle, Washington 98104  
Telephone: (206) 621-6566  
Fax: (206) 621-9686

1 I hereby declare under penalty of perjury under the laws of the State of Washington that  
2 the foregoing is true and correct.  
3

4 DATED this 5<sup>th</sup> day of November, 2009 in Seattle, Washington.  
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8 Ben Stephens, File Clerk  
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The Honorable ~~Steven Gonzalez~~ KING COUNTY  
SUPERIOR COURT CLERK  
E-FILED

CASE NUMBER: 09-2-40608-1 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

DAVID L. GARRISON, an individual,

Plaintiff,

v.

MERCHANT & GOULD, P.C., a Minnesota  
professional corporation,

Defendant.

No. 09-2-40608-1 SEA

**NOTICE OF APPEARANCE**

TO: DAVID L. GARRISON, Plaintiff

AND TO: DONALD H. MULLINS, of BADGLEY ~ MULLINS, Attorneys for Plaintiff

PLEASE TAKE NOTICE THAT Merchant & Gould, P.C., the defendant above-named, without waiving any defenses it may have based on insufficiency of process or insufficiency of service of process, and specifically and expressly reserving its right to raise these defenses by motion or answer, hereby make and enter its appearance in the above-entitled action by its undersigned attorneys and requests that all future papers or pleadings except original process be served upon its said attorneys at their address stated below.

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**NOTICE OF APPEARANCE - 1**

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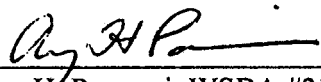
Davis Wright Tremaine LLP  
LAW OFFICES

Suite 2200 • 1201 Third Avenue  
Seattle, Washington 98101-3045  
(206) 622-3150 • Fax: (206) 757-7700

1 DATED this 24<sup>th</sup> day of November, 2009.

2 Davis Wright Tremaine LLP  
3 Attorneys for Defendant

4 By

  
5 Amy H. Pannoni, WSBA #31824  
6 Davis Wright Tremaine LLP  
7 1201 Third Avenue, Suite 2200  
8 Seattle, WA 98101-3045  
9 Phone: (206) 622-3150  
10 Fax: (206) 757-7700  
11 Email: [amypannoni@dwt.com](mailto:amypannoni@dwt.com)


12 Richard W. Pins, Esq.  
13 Leonard, Street and Deinard  
14 Professional Association  
15 150 S. Fifth Street, Suite 2300  
16 Minneapolis, MN 55402  
17 Phone: (612) 335-7007  
18 Fax: (612) 335-1657  
19 [richard.pins@leonard.com](mailto:richard.pins@leonard.com)

CERTIFICATE OF SERVICE

I hereby certify that on November 24, 2009, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Donald H. Mullins, Esq. [DonMullins@badgleymullins.com](mailto:DonMullins@badgleymullins.com)  
Allyssa J. Hale, Esq. [AllyssaHale@badgleymullins.com](mailto:AllyssaHale@badgleymullins.com)

Davis Wright Tremaine LLP  
Attorneys for Defendant

By   
Amy H. Pannoni, WSBA #31824  
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Fax: (206) 757-7700  
Email: [amypannoni@dwt.com](mailto:amypannoni@dwt.com)